

ORIGINAL



0000132483

J. Stephen Gehring, Private Citizen
Bobby Jones, Private Citizen
Lois Jones, Private Citizen
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Payson, Arizona [PZ 85541]
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In Propria Persona

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AZ CORP COMMISSION
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Arizona Corporation Commission
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COMMISSIONERS

Gary Pierce, Chairman
Paul Newman, Commissioner
Brenda Burns, Commissioner
Bob Stump, Commissioner
Sandra D. Kenndy, Commissioner

Before the Arizona Corporation Commission

J. Stephen Gehring, Bobby Jones, Lois
Jones Private Citizens, Injured Parties,
Complainants,

vs.

PAYSON WATER CO. INC./BROOKE
UTILITIES INC.
Respondents.

DOCKET NO. W-03514A-12-0008

**NOTICE OF COMPLAINANTS'
COMPLIANCE WITH RESPONDENTS'
1ST AND 2ND DATA REQUESTS**

NOW COMES, the Complainants J. Stephen Gehring, Bobby Jones and Lois Jones, to give notice to the Commission and Respondents of their compliance with Respondent's "Data Requests." Respondent Hardcastle has made ever effort to wrap the Complainants around the axel since about the 19th of March looking for an opportunity to cause them to default the Procedural Orders issued on March 19, 2011. He has proceeded with a plethora of paperwork consisting frivolous and ridiculous pleadings and arguments that for the most part are deceptive, misleading and insulting, revealing the fact that Hardcastle could not tell the truth if his life depended on it.

On March 31, 2012 Complainants received the Respondent's 1st set of "Data Requests;"

On April 11, 2012 Complainants received the Respondent's 2nd set of "Data Requests;"

On April 13, 2012 Complainant Gehring filed the Response to Hardcastle's "Data Requests" that were entirely directed at him and not his Co-Complainants;

However, prior to and after March 31, 2012 the following documents were received by the Complainants which they were required to respond to within 5 days. It is obvious that Hardcastle made every attempt to burry the Complainants in paperwork to cause them to default.

1. On March 27, 2012 Respondents filed their "Motion to Modify Subpoena;"

2. On April 3, 2012 Complainants filed their "Response and Objection to Respondent's Motion to Modify Subpoena, Motion to Deny and Compel Compliance with the Subpoena by Order;"
3. On April 5, 2012 Complainants filed a "2nd Pleading" (supplement) unfortunately titled the same as above but expressly intended to Supplement the previous pleading;
4. On April 10, 2012 Respondent's file their "Reply to Complainants' "Second Response" and Objection to Respondents Motion to Modify Subpoena." Complainants filed their Objection on April 16, 2012;
5. On March 30, 2012 Respondents filed their "Reply to Complainants Response to PWC's Motion to Strike Non-Evidentiary Party and Motion to Deny;"
6. On April 6, 2012 Complainants filed their "Objection to Respondents Reply to Complainants' Response to Respondents Motion to Strike Non-Evidentiary Party and Motion to Deny;"
7. On April 5, 2012 Respondents filed their "Reply to Complainants' Response to PWC's Motion to Strike Non-Affiliated Parties and Motion to Deny;"
8. On April 7, 2012 Complainants filed their "Objection to Respondent's Reply to Complainants' Response and Objection to Respondents Motion to Strike Non-Affiliated Parties and Motion to Deny;"
9. On March 29, 2012 Respondent's filed their "Reply to Complainants' Response to PWC's Motion to Delete BUI as a Party to the Complaint;"
10. On April 7, 2012 Complainants filed their "Response and Objection to Respondents Motion to "Delete" BUI as a Party to the Complaint and Motion to Deny the Deletion of BUI from the Complaint;"

Now, Respondent Hardcastle has the "dad burn nerve" to whine to the Commission that the Complainants did not respond to his "Data Requests" within the Seven (7) day requirement????? This guy is a spoiled brat that needs a good spanking.

The Commission really does need to muzzle the rabid dog Hardcastle, restrict him from any further harassment and intimidation of the Complainants and compel this puris idiota to fully comply with the Subpoena. Clearly he has not complied with the Subpoena and is in contempt of the Commission and even thumbs his nose at the Commission for he truly believes the Commission has no jurisdiction over him or Brooke Utilities Inc.

Had the Complainants had the time to request an extension of time to respond to the "Data Requests" they would have done so.

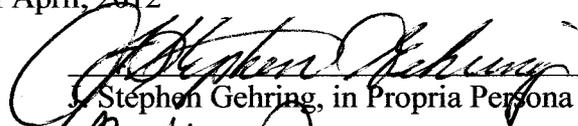
Hardcastle vindictively buried the Complainants in paperwork hoping they would default. Now he moans and groans about it. There is a particular vernacular word phrase that comes to mind that would be most applicable and descriptive to this particular situation. The Complainants respectfully request of the Commission and its Administrative Law Judge for permission to use it prior to expressing it. In the absence of such permission the Complainants shall reserve its expression and explanation for another time.

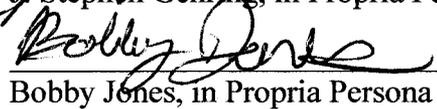
Furthermore, the Commission and its Administrative Law Judge are given the opportunity to review Respondent's "Data Requests" to so thoroughly determine for themselves the unreasonableness of those requests and the information requested that is not in any way, shape or form relevant to the issues before the Commission and so immediately intrusive into the privacy of Complainant Gehring.

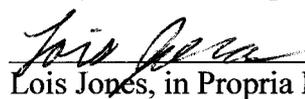
The Complainants remind "Puris Idiota" Harcastle once again. "The burden is on the defendant to show the nonexistence of jurisdictional facts." **Russell v. Butler (Tex Civ app) 47 S.W. 406; Gilchrist v. Oil Land Co., 21 W. Va. 115;**

WHEREFORE, Notice is given to the Commission and Harcastle that Complainants have fully complied with Harcastle's "Data Requests" as of April 13, 2012 and that if that poor excuse for a human being Harcastle does not like the responses to those requests he can simply take a flying leap off of a high cliff. The Complainants and particularly Complainant Gehring are not going to allow themselves to be bullied, threatened or intimidated by Harcastle or the "water monopoly" he represents. Harcastle needs to be held accountable, needs to be forced to make things right with his Customers and needs to be criminally and civilly prosecuted.

Respectfully submitted this 18th day of April, 2012


Stephen Gehring, in Propria Persona


Bobby Jones, in Propria Persona


Lois Jones, in Propria Persona

CERTIFICATE OF SERVICE

The Original and 13 copies of the foregoing Motion have been mailed this 18th day April, 2012 to the following:

DOCKET CONTROL
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

Copies of the foregoing Motion have been mailed this 18th day April, 2012 to the following:

Bobby and Lois Jones
7325 N. Caballero Rd.
Payson, Az. 85541

Robert T. Harcastle
P. O. Box 82218
Bakersfield, Ca. 93380

By:  _____

Payson Water Co.'s ("PYWCo") First Set of Data Requests to Gehring

INSTRUCTIONS AND DEFINITIONS

A. Instructions

1. These Data Requests call for all information, including information contained in documents or stored on computer disks or in computers, which relate to the subject matter of the Data Requests and that is known or available to you.
2. In answering these Requests, Respondent is requested to furnish such information as is available to Respondent, including information that Respondent is able to obtain by due diligence from Respondent's present neighbors, accountants, investigators, consultants, witnesses, agents, or other persons that may have affiliated with or assisted Respondent in the preparation of the Complaint.
3. Where a Data Request has a number of separate subdivisions or related parts or portions, a complete response is required to each such subdivision, part, or portion.
4. These Data Requests are continuing in nature and require supplemental responses when further or different information with respect to the same is obtained.
5. If you cannot answer a Data Request in full after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If you refuse to respond to any Data Request by reason of a claim of privilege or for any other reason, state the statutory reference asserting support of the privilege in writing and the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond.

B. Definitions

1. The words "and" and "or" should be construed either conjunctively or disjunctively as necessary to include information within the scope of a Request, rather than to exclude information there from.
2. "ACC" means the Arizona Corporation Commission and is used interchangeably with "Commission."
3. "Gehring" means every person connected to the filing of the subject Complaint.
4. "PYWCo" means Payson Water Co., its employees, agents, consultants, representatives, attorneys, officers, Directors, and any other person acting on behalf of PYWCo.
5. The term "correspondence" should be interpreted to include, but not be limited to, all letters, telexes, facsimiles, telegrams, notices, messages, memoranda, e-mail communications and attachments, and other written or electronic or computer generated communications.
6. "Document" means:
 - a. "Documents" refers to all writings and records of every type in your possession, control, or custody, including but not limited to: e-mail communications, PowerPoint presentations, testimony, exhibits, memoranda, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data, computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, work papers, engineering diagrams (including "one-line" diagrams), mechanical and electrical recordings, records of telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise and drafts of any of the above.
7. "Identify" when used in referring to a person, shall mean to state the following with regard to the person: (a) name; (b) last known address; (c) residence and business telephone numbers; (d) relationship to you; and (e) occupation at the date of these interrogatories.

8. For the purposes of the Complaint the period May 1, 2011 through October 30, 2011 is hereafter referred to as the "Augmentation Period".

DATA REQUEST

- P1.0 As a customer of PYWCo identify the owners, officers, shareholders, or other principles of Houston Mesa General Store ("HMGS").
- P1.0.1 Provide all documents related to the organizational formation of HMGS.
- P1.1 Pursuant to the Nature of Relief Sought items #3 and #7, pages 13-14, provide the statutory reference or decided case authority in reference to the proper application of 10% compounded monthly interest.
- P1.1.1 Demonstrate the mathematics to prove the accuracy of "10% per month compounded monthly" as it relates to "120% APR".
- P1.1.2 Explain your understanding of compounded interest.
- P1.1.3 Where is the understanding referenced in P1.1.2 derived from?
- P1.1.4 Provide copies of all mathematical computations of accurately computing the interest payable under this section as it applies to the water account of HMGS for the period April 2011 through September 2011.
- P1.2 Describe the highest level of education you have obtained.
- P1.2.1 What year did you graduate high school?
- P1.2.2 What was the name of the high school? What city? What state?
- P1.2.2.1 Did you receive a GED from high school?
- P1.2.3 What year did you graduate college?
- P1.2.4 What was the name of the college? What city? What state?
- P1.2.5 What year did you graduate any higher level of educational facility?
- P1.2.6 What are the names of those facilities? What city? What state?
- P1.3 Describe your military service experience.
- P1.3.1 What is the highest rank you received?
- P1.3.2 When were you discharged?
- P1.3.3 Were you honorably discharged?
- P1.3.4 Did you receive any specialized training while in the military?

- P1.4 Describe the nature of your formal legal education.
- P1.4.1 Did you ever attend law school?
- P1.5 Please list and briefly describe all informal complaints or formal complaints brought before the Arizona Corporation Commission (“ACC”) Gehring et al against any entity affiliated with PYWCo or any of its predecessor companies.
- P1.5.1 What years were those complaints brought?
- P1.5.2 What was the outcome of those complaints?
- P1.5.3 Briefly describe the nature of the complaints filed?
- P1.5.4 Describe the final dissolution of the complaint.
- P1.6 Referencing Exhibit D of the Complaint and the document therein titled “Water Augmentation Charges Calculation”, please identify the source of that information?
- P1.6.1 Was the data requested from PYWCo?
- P1.6.2 Was the data supplied by PYWCo?
- P1.6.3 How did you obtain the data?
- P1.6.3 Please provide copies of all letters, memos, notes, electronic mail messages, photocopies, or any other means of communication related to obtaining this information.
- P1.7 Referencing Exhibit H of the Complaint and the document therein titled “Well Production Capacity (GPM) For All Water Sources Within the PWC/MdC System Geographical Boundaries According to 2010 Company Provided & ADWR Well Production Reports”, please identify who compiled or developed this information.
- P1.7.1 Provide copies of all documents in any form related to supporting every water source referenced in this document.
- P1.7.2 Provide copies of every water sharing agreement referenced in this document where PYWCo is a party.
- P1.7.2.1 Provide copies of every water sharing agreement referenced in this document where Brooke Utilities, Inc. is a party.
- P1.7.3 Provide dates each water source referenced therein was measured for productivity.
- P1.7.3.1 Provide the number of times each water source was measured during 2010.

P1.7.3.2 Describe your knowledge, understanding, or evidence that each water source was last measured in 2010 or any earlier date.

P1.7.3.3 Provide your reference or citation to any statute, policy, regulation, rule, or the like that evidences when a water source is required to be measured to be reflected on the document referenced in P1.8

P1.7.4 Provide assumptions, calculations, or worksheets for each water sources monthly yield.

P.1.7.5 Provide copies of all documents supporting the actual number of hours each water source operates in production capacity for each month of 2010.

P1.7.6 Provide copies of Gila County ownership documents of each property parcel upon which each referenced water source is located.

P1.7.7 Provide copy of water sharing agreement referenced "R. Norman" and assessor's parcel number 302-34-50.

P1.7.7.1 What is the basis for your belief that PYWCo has entered into a water sharing agreement with Randy Norman?

P1.7.8 Provide the basis or foundation for the conclusion reached in this document that each water source would operate continuously for any monthly period.

P1.8 Describe your employment background since 1970 including years of service; nature of the position held; name of your direct supervisor; name, address, city, state, zip code, telephone number of each employer.

P1.8.1 Are you currently employed?

P1.8.2 What were the circumstances of your employment detachment from each employer referenced in P1.8.

P1.9 INTENTIONALLY LEFT BLANK

P1.10 Describe your position, responsibilities, function, and all other operational and organizational affiliation with the proposed Mesa del Caballo Domestic Water Improvement District ("the District").

P1.10.1 What is the objective or purpose of the organization?

P1.10.2 What is the present formation status of the organization?

P1.10.3 Identify the principle people working on the formation of the organization?

- P1.10.4 How is the organization funded?
- P1.10.5 Does the organization currently serve water to any customers?
- P1.10.6 What is the status of negotiations with Salt River Project (“SRP”) regarding receiving allocations of Cragin water?
- P1.10.7 What is the status of negotiations with Town of Payson (“TOP”) regarding delivery of Cragin water allocations?
- P1.10.8 How would the District become a purveyor of water at Mesa del Caballo (“MdC”)?
- P1.10.9 How would any acquisition or condemnation proceeding be funded which would permit the District to become a purveyor of water?
 - P1.10.9.1 What is the projected cost of acquisition or condemnation of water assets of MdC that would permit the District to become a purveyor of water?
 - P1.10.9.2 How would the acquisition or condemnation of water assets be funded?
 - P1.10.9.3 What would be the delivered cost of water from the District?
 - P1.10.9.4 When will the District begin operations?
 - P1.10.9.5 What experience in operating a water company does the District have?

P1.11 Pursuant to Complaint section A (3), provide a list of “all” customers of PYWCo’s MdC water system that suffered “extreme financial injury, harm, and duress” including evidence of their alleged conditions of suffering.

P1.11.1 Provide an explanation in the form of affidavits or other evidence as to how you are aware of the “extreme financial injury, harm, and duress” suffered by “all” the customers listed in P1.11.

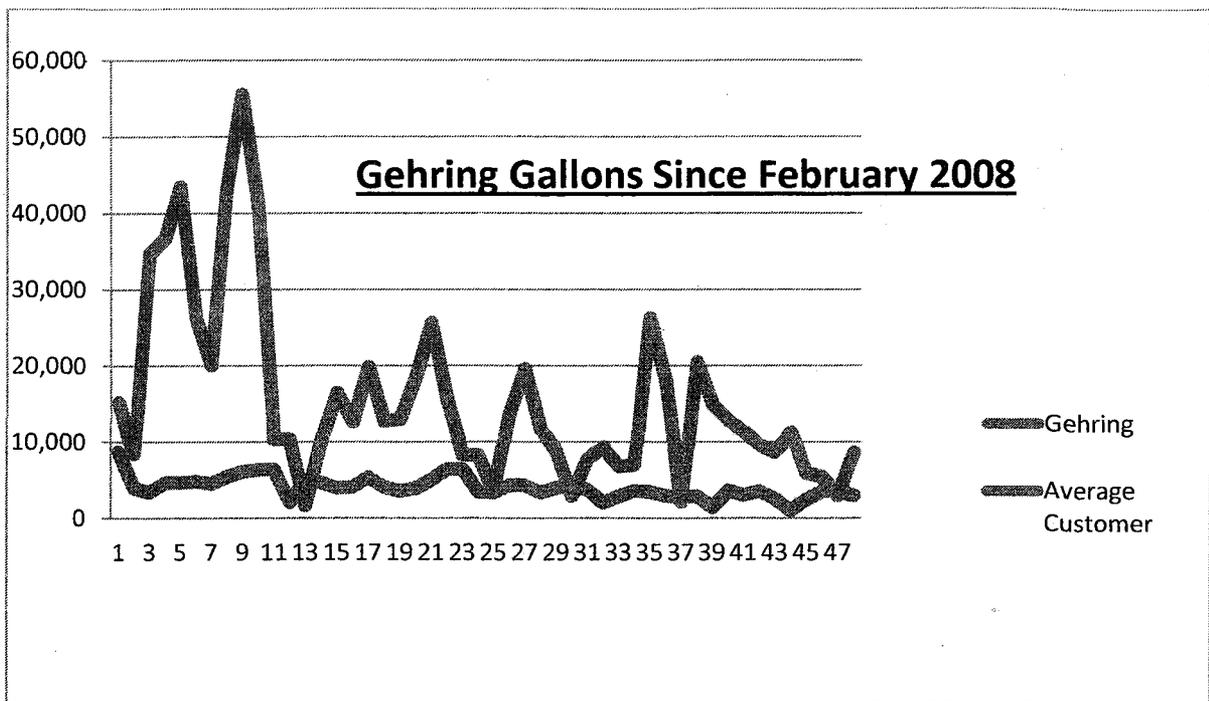
P1.12 Pursuant to Complaint section A (6), provide a list of all water sources other than TOP for water hauled either to MdC or any other water system operated by PYWCo.

P1.12.1 Provide all related documents evidencing water hauled during the Augmentation Period from sources other than TOP to either MdC or any other water system operated by PYWCo.

P1.12.2 Provide an explanation of the term “appears” as it relates to this section.

P1.12.3 Provide evidence of all monthly water sourced from the TOP not hauled to MdC where MdC customers were financially impacted in any manner.

- P1.12.4 Provide evidence as to the location, description, and name of any water system receiving TOP sourced water other than MdC?
- P1.12.5 Provide all documents, worksheets, calculations, computations, and all other evidence of the financial effect and harm caused monthly to each MdC customer and explain how the amount of harm was calculated.
- P1.12.6 Provide all documents, worksheets, calculations, computations, and all other evidence of the amount of monthly water allegedly not received by customers of MdC during the Augmentation Period.
- P1.12.7 Other than transportation charges and any water source charges from TOP, provide a list of any other costs, expenses, or charges being asserted that were wrongly included in the water augmentation amounts collected from customers
- P1.13 Pursuant to Complaint section A (7), provide a list of “other customers” besides Gehring that complained of excessive water augmentation billing for the period July 2011.
- P1.13.1 Provide copies of all documents that evidence the allegation that hauled water augmentation water was not charged to MdC customers on a proportional basis.
- P1.13.2 Provide a list of the monthly financial impact of each MdC customer that was alleged to have been wrongly affected by this section of the Complaint.
- P1.13.3 Prior to filing this Complaint is Gehring aware that the proportional financial model of customer water augmentation charges was submitted to the ACC prior to the first water bills sent to customers so that any changes, modifications, corrections, or comments could be provided by ACC?
- P1.13.4 Provide the names of all PYWCo representatives that “simply lied” about the proportional billing of water augmentation costs during the Augmentation Period.
- P1.14 Pursuant to Complaint section A (8), provide evidence of the monthly “illicit profit” as it relates to customers of MdC during the Augmentation Period.
- P1.15 Pursuant to the graph data below for HMGS, please explain the monthly water consumption for the last 48 months (February 2012 is month 48) as compared to average MdC monthly customer consumption for the same period.



P1.15.1 As it relates to augmented water supplies during the Augmentation Period, provide calculations of the specific effect on required water augmentation attributable to Gehring’s excessive use of water during the same period.

P1.16 Pursuant to section A (11) is confusing and circuitous in meaning. Stated in terms of a mathematical expression, provide a formula for the proportional distribution of water augmentation costs for customers during the Augmentation Period pursuant to Decision No. 71902.

P1.17 Pursuant to section B (19), provide documents and all other evidence supporting the conclusion that there were 344 active customers in the MdC water system in July 2011.

P1.18 Pursuant to section B (21), provide an explanation as to the significance of the dates June 1, July 1, August 1, September 1, and October 1 as it relates to the actual TOP service period.

P1.18.1 State your understanding of the calendar dates MdC customer water meters were actual read during the Augmentation Period.

P1.18.2 For the July-August 2011 period how much were MdC customers actually charged for TOP water sources?

P1.18.3 For the August-September 2011 period how much were MdC customers actually charged for TOP water sources?

- P1.18.4 For the September-October 2011 period how much were MdC customer actually charged for the TOP water sources?
- P1.18.5 In Data Requests P1.18.2, P1.18.3, and P1.184 provide your explanation as to why MdC customers were charged any amount different for TOP water sources than the actual amount billed PYWCo?
- P1.18.6 For the Augmentation Period what is the difference, if any, between actual TOP water source charges and the amount *actually* charged MdC customers?
- P1.18.7 To the best of your knowledge did PYWCo *ever* charge MdC customers for the difference between actual TOP water source charges and the amount actually charged MdC customers?
- P1.18.8 For the period September-October 2011 how much did PYWCo not seek to recover from MdC customers?
- P1.18.9 For all months other than the Augmentation Period months, how much has PYWCo charged MdC customers for water augmentation?
- P1.18.10 If TOP charges PYWCo \$6.40 per 1000 gallons for water, what is the highest tiered rate charged any MdC customer by PYWCo?
- P1.18.11 In light of your answers to this section, reiterate your answer regarding "illicit profits" as stated in section A (8).
- P1.19 For all months since August 1996 through April 2011 how much has PYWCo ever charged MdC customers for water augmentation?
- P1.19.1 During that 173 month period how much has PYWCo paid for water augmentation charges for the benefit of MdC customers?
- P1.19.2 To the best of your knowledge has PYWCo *ever* sought repayment of any water augmentation charges prior to May 2011?
- P1.20 Pursuant to section B (23), provide all evidentiary documents supporting the allegation that a contractual relationship exists between PYWCo and Martin's Trucking Service ("Martin's").
- P1.20.1 Provide all evidentiary documents supporting the allegation that a contractual relationship exists between PYWCo and Pearson Water Transportation Co.
- P1.21 Pursuant to section B (25), provide documents and all evidence of the alleged interview conducted with a representative of Martin's.
- P1.21.1 Provide documents and all evidence of Martin's ownership of each piece equipment used in the hauling of water to MdC.

- P1.21.3 Provide specification including gross and tare load capacity measured in gallons of the tanker equipment used in hauling water to MdC.
- P1.21.3 Provide copies of all invoices from Martin's to PYWCo during the augmentation period as they relate to MdC.
- P1.21.4 Provide all documents, including electronic or computerized logging graphs, related to tractor time logs for all trips billed to PYWCo during the Augmentation Period by Martin or any other trucking company.
- P1.21.4 Provide copies of all ADEQ certifications related to the use of Martin's transportation equipment verifying inspection for potable water transportation during the Augmentation Period.

P1.22 As it relates to HMGS, please identify all persons by name, age, gender, and occupation residing on at 8157 Deadeye Rd., Payson, AZ located in the MdC subdivision during the Augmentation Period.

- P1.22.1 Provide a description of every interior water usage source located on the premises stated in P1.22 during the Augmentation Period.
- P1.22.2 Provide a description of every exterior water usage source located on the premises stated in P1.22 during the Augmentation Period.
 - P1.22.2.1 Provide a schedule of the supply diameter size of every exterior water outlet located on the premises stated in P1.22.
 - P1.22.2.2 Provide a photograph of every exterior water outlet currently located on the premises stated in P1.22.
 - P1.22.2.3 Identify and provide specifications of any automated water clocks or devices that automatically control water flow timing located on the premises stated in P1.22.

P1.22.3 If HMGS sells or otherwise supplies ice to customers from its facility located on the premises stated in P1.22, provide a schedule of all ice consumed, sold, or used each month during the Augmentation Period.

P1.23 Pursuant to section B (26)(b) and Decision No. 71902, at page 13 item 7 and page 14 lines 3 through 7, state in the form of a mathematical expression the proportional calculation involving cost recovery of water augmentation costs as provided therein.

P1.23.1 Provide an explanation of the difference between of recovery of water augmentation costs comparing mathematical expressions as provided by Decision and the assertions set forth in section B (26)(b) of the Complaint.

P1.23.2 Because the water augmentation cost recovery in Decision No. 71902 is based on prior ACC Decision No. 65914, provide a comparative analysis of the mathematical expressions of the two Decisions.

P1.23.2.1 What different result in water augmentation surcharge between Decision No. 71902 and Decision No. 65914 is computed using a fictitious customer where the customer uses 10,000 gallons; the total water system consumption is 3,500,00 gallons; and, the water augmentation charges are \$29,160 for the period.

P1.24 Decision No. 71902, Exhibit B, says “The only costs recovered by the company through this interim surcharge will be the cost of the water supply and the transportation costs; there will be no administrative costs or profit of this surcharge” (emphasis added). Provide documents of any nature or kind that evidences the cost the water supply from TOP inclusive of taxes should not be recovered by PYWCo.

P1.24.1 Provide documents or other evidence that determines taxes related to the TOP water supply should not be classified as an administrative cost for the purposes of this Complaint.

P1.25 Pursuant to section C, provide an explanation as to the nature of the worksheet, frequently referred throughout this section, and what role it played in determining the proportional distribution of water augmentation costs in MdC during the Augmentation Period.

P1.26 Pursuant to section D (18), provide an explanation and an example of a “due process mailer” of curtailment plan charges.

P1.26.1 Provide copies of ACC Decisions related to “rate increases” that would have required a certified mailing notice to customers.

P1.26.2 Provide citations or other references of any Commission rule or regulation that requires “rate increase” mailings to be sent to customer as certified mail.

P1.27 INTENTIONALLY LEFT BLANK

P1.28 Pursuant to section E (20), please provide all necessary documents, records, or explanation supporting the allegations therein, as follows:

- P1.28.1 Provide support for the allegation that ground water wells were intentionally taken off-line or purposely affected so that production was reduced.
- P1.28.2 Provide a schedule of all new wells developed by private property owners in MdC at depths of 400 feet for the period 2009 through 2011, including well bore size, depth, monthly production data, hours of operation, well service records, and an explanation of any interruptions that occurred during that period.
- P1.28.3 Provide a usage report for all new wells developed by private property during this period for their *exclusive* use that produce the “average” production of 604,000 gallons monthly.
 - P1.28.3.1 Provide an explanation for what use a MdC private property owner uses 604,000 gallons of water monthly.
- P1.28.4 Provide a schedule of all water sharing agreement wells during the period 2009-2011 that were not included on PYWCo’s MdC Commission annual reports.
- P1.28.4 Provide the dates, times, and location circumstances that PYWCo refused to answer Gehring’s questions as to why MdC water wells were off-line or intentionally reduced in consumption.
- P1.28.5 Explain how any representative of PYWCo, or any other person, has certainty of “knowledge” that water exists at 400 feet depths in MdC.
- P1.28.6 Explain how any representative of PYWCo, or any other person, has sufficient knowledge to know of the amount of water production available in MdC at 400 feet depth and whether or not such production over the Augmentation Period would be economically justified.
- P1.28.6 Explain the basis for the assumption that MdC wells producing 26.4 gpm produces 1,140,400 gallons monthly.
- P1.28.7 Provide an explanation for your understanding of water loss as it relates to production of wells and consumption by customers.

P1.29 Pursuant to section E (39), provide all documents, quotations, records, and all other evidence supporting the allegation that the Commission was “duped” by representatives of PYWCo, any associates of PYWCo, and members of the MdC Water Committee.

P1.29.1 Pursuant to section E (39), provide all documents, quotations, records, and all other evidence supporting the allegation that PYWCo “clearly” engaged in “deception” of the Commission as it relates to Decision No. 71902.

- P1.30 Pursuant to section E (40), provide a schedule of “[R]esidences” and “customers” of the MdC water system that indicate a “majority” of such parties were opposed to the curtailment provisions of Decision No. 71902.
- P1.30.1 Provide all documents and proof of the “extremely oppressive nature” of the curtailment provisions connected to Decision No. 71902.
- P1.31 Pursuant to section F (46), provide a copy of the video and audio recording referenced therein.
- P1.32 Pursuant to section F (47)(e), provide an explanation as to the source of the documents referred to therein.

END OF FIRST SET OF DATA REQUESTS TO GEHRING

ATW
P. O. Box 7000

J. Stephen Gehring, Private Citizen
Bobby Jones, Private Citizen
Lois Jones, Private Citizen
C/O: 8157 W. Deadeye Rd.
Payson, Arizona [PZ 85541]
(928) 474-9859
FAX: (928) 474-9799
In Propria Persona

DOCKET NO. W-03514A-12-0008

RESPONSE TO 1st SET OF DATA REQUESTS

DEFINITIONS

Apportion: To divide and assign in proportion; to distribute among two or more apart or share to each.

Augmentation: The act of increasing or making larger by addition, expansion, or dilation; the act of adding to or enlarging; the augmentation of territory is the act of adding other territory to it. **Vejar v Mound City L & W Asso, 97 Cal 659, 32 P 713.**

BUI: Brooke Utilities Inc.

Comparison: The act of bringing together for the purpose of observing not only likenesses, but differences as well. **Succession of Baker, 129 La 74, 82, 55 So 714.**

Compare: 1) to liken; 2) to examine for similarities or differences; 3) to form the degrees of comparison

Comparison: 1) a comparing or being compared; 2) likeness; similarity; 3) change in a adjective or adverb to show the positive, comparative, and superlative degrees in comparison with, **compared with.**

DR: Data Request

Irrelevant: Having the quality of irrelevancy.

Irrelevancy: Want of pertinence, whether in a pleading or in evidence. Not pertinent; not forming or tendering any material issue in the case; redundant.

Immaterial: Not material; not pertinent; of no consequence.

Personal: Pertaining to the person. Springing from or belonging to one's self; affecting or relating to one individual.

Private: Belonging to an individual or group of persons. Not for the public or open to the public.

Private Rights: Rights which a person is entitled to exercise as an individual, such as ownership and enjoyment of property, the right to travel, to communicate, privacy, etc.

Privacy: The right to left alone, that is, to be free from unwarranted publicity and to live without unwarranted interference by the public in matters with which the public is not necessarily concerned. An independent legal right of the individual, the violation of which constitutes a tort.

Privacy Act: Means. The Privacy Act of 1974, Title 5 U.S.C. § 552a, establishes a code of fair information practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies. A system of records is a group of records under the control of an agency from which information is

retrieved by the name of the individual or by some identifier assigned to the individual. The Privacy Act prohibits the disclosure of information from a system of records absent the written consent of the subject individual, unless the disclosure is pursuant to one of twelve statutory exceptions. The Act also provides individuals with a means by which to seek access to and amendment of their records (Freedom of Information Act), and sets forth various agency record-keeping requirements.

Personal information is private and should not be divulged unnecessarily. However, people now expect more information to be available more quickly and, as social media has shown, are more likely to share what used to be considered 'private information'.

Prorate: To divide or distribute proportionately; to assess pro rata. **Rosenberg v Frank, 58 Cal 387,405.**

Pro rata: In proportion; proportionately according to the share, interest, or liability of each person concerned. **Home Ins. Co. v Continental Ins. Co 180 NY 389, 73 NE 65.** In proportion to some rate of standard, fixed in the mind of the person speaking or writing, manifested by the words spoken or written, according to which rate or standard the allowance is to be made or calculated. **Rosenberg v Frank, 58 Cal 387, 406.**

Proportion: A part; a share. Equality, between rations.

Proportional Rate: One carrier's part, of a through rate over the lines of two or more carriers. **Hocking Valley R. Co. v. Lackawanna Coal & Lumber Co. (CA4 W Va.) 224 F 930.**

PWC: Payson Water Co. Inc.

Supplemental: Added to supply a deficiency, or defect.

1st SET OF DATA REQUEST RESPONSES:

P1.0: Objection DR is irrelevant and immaterial to the issues before the Commission in the Complaint and is an invasion of personal and private information in violation of the Privacy Act and the individuals Right to Privacy;

P1.0.1: See Response to P1.0 above;

P1.1: BUI/PWC took our money under false pretences and by fraud as the well production records, BUI hauling logs and invoices clearly indicate. It would be just and fair that the Respondents pay back to their Victims of this fraud 10% per month on the unpaid balance until paid in full or 120% APR just like the loan sharks, pay day loan outfits and bank do on their loans to a customer.

However, pursuant to ARS § 44-1201(A):

A. Interest on any loan, indebtedness or other obligation shall be at the rate of *ten (10) per cent per annum*, unless a different rate is contracted for in writing, in which event any rate of interest may be agreed to. Interest on any judgment that is based on a written agreement evidencing a loan, indebtedness or obligation that bears a rate of interest not in excess of the maximum permitted by law shall be at the rate of interest provided in the agreement and shall be specified in the judgment.

And then there is ARS § 13-2314 which allows for the recovery of treble damages

P1.1.1: An effective annual interest rate of 10% can also be expressed in several ways:

- 0.7974% effective monthly interest rate, because $1.007974^{12}=1.1$
- 9.569% annual interest rate compounded monthly, because $12 \times 0.7974=9.569$
- 9.091% annual rate in advance, because $(1.1-1) \div 1.1=0.091$

These rates are all equivalent, but to a consumer who is not trained in the mathematics of finance, this can be confusing. APR helps to standardize how interest rates are compared, so that a 10% loan is not made to look cheaper by calling it a loan at "9.1% annually in advance."

In the case of a loan with no fees, the amortization schedule would be worked out by taking the principal left at the end of each month, multiplying by the monthly rate and then subtracting the monthly payment. This can be expressed mathematically by:

$$p = \frac{P_0 \cdot r \cdot (1 + r)^n}{(1 + r)^n - 1}$$

where:

P_0 is the initial principal

r is the percentage rate used each payment

n is the number of payments

P1.1.2: Interest charged on interest by adding accrued interest to principal and computing interest for the next interest period upon the new principal;

P1.1.1.3: 30 Am J Rev ed. Interest § 57;

P1.1.4: See Response to P1.1.1 above;

P1.2: See Response to P1.0 above;

P1.2.1: See Response to P1.0 above;

P1.2.2: See Response to P1.0 above;

P1.2.2.1: See Response to P1.0 above;

P1.2.3: See Response to P1.0 above;

P1.2.4: See Response to P1.0 above;

P1.2.5: See Response to P1.0 above;

P1.2.6: See Response to P1.0 above;

P1.3: Never served;

P1.3.1: See Response to P1.3 above;

P1.3.2: See Response to P1.3 above;

P1.3.3: See Response to P1.3 above;

P1.3.4: See Response to P1.3 above;

P1.4: See Response to P1.0 above;

P1.4.1: See Response to P1.0 above;

P1.5: Both informal and formal complaints were brought over the issue that PWC/BUI by and through its agents, employees, representatives and corporate officers wrongfully and maliciously targeting and unlawfully terminated the Complainant's service for an alleged and unverifiable violation of the Curtailment Plan then in affect (allegedly in Stage 5 Curtailment and falsified by your agents). Your agents maliciously, fraudulently and

illegally charged the Complainant \$600.00 for a fraudulent violation they could not substantiate and service reconnect as you well know.

The action occurred in 2009 as you well know and was finally resolved when you, (representing BUI/PWC and by and through your attorney), agreed to settle and issue check, No. 027522, dated 6/10/11 in the amount of \$650.00, including the illegal fine and interest, to the Complainant a to settle with the Complainant. (NOTE: In the course of that settlement you insisted that the Complainant file a W-9 form prior to receiving the refund. The Complainant at that time informed the Respondent by and through his Counsel, that the Complainant is not your employee, he is not required to file such form for compensation of your wrong doing and that he will not further be your Victim of any other scam.

As far as your predecessor (United Utilities) and other BUI raped companies are concerned, those other complaints of which you inquire were brought in the Payson Justice Court against United Utilities employees who really screwed up, and tied themselves into some real knots, the Company and employees were held accountable by the Court and this Complainant won those cases hands down. Sorry the fire of 1999 destroyed many records and property and so you will have to do your own research.

Take note I do not and will not be bullied easily. So, do not piss me off too bad. There be a word phrase, "Quid Pro Quo" and a saying; "What goes around comes around." You have chosen to maliciously assault my life and livelihood and that of my family, friends, neighbors and community. That be, your mistake. Justice will be served whether you like it or not.

As to the exact dates of the proceedings in the Payson Justice Court, Complainant Gehring cannot remember or at this point in time verify, as he lost all records associated with those actions in the well publicized fire of 1999 that nearly took his life.

If, this Complainant's responses to your data collection and requests is not satisfactory for you, that is too bad and truly I offer no apologizes for and because I know who and what you truly be. Facts are facts and you cannot change them. The only other Complaint brought before the ACC against PWC/BUI is the one that be current and you already know why that Complaint was brought consumer fraud and tax fraud.

P1.5.1: See response to P1.5 above;

P1.5.2: I won you lost and your Companies had to pay and compensate me for the wrong doing of your employees;

P1.5.3: Concerning the complaints against your predecessor the Aggravated Assault by United Utilities employees in an attempt to beat the Complainant into submission to the will of the, then Water Company backfired big time to the Complainant's advantage and resulted in fines upon the Company and the associated employees who committed the criminal activities against the Complainant.

P1.5.4: I won based on truth and fact, the opposition lost based on their fraud and deception.

P1.6: Brooke Utilities Inc.

P1.6.1: No it was requested from Randy Norman who provided the documentation via e-mail;

P1.6.2: No it was provided by BUI to Randy Norman who provided it to the Complainants;

P1.6.3: By e-mail with other documents (power-point presentations) from Randy Norman;

P1. 6.3: The request for the information was by telephone, the delivery of that information was by e-mail and the documents were downloaded. See Complaint and Exhibits that you have already been provided with;

P1.7: Complainant Gehring;

P1.7.1: Source is the ADWR web site by searching under the well numbers, the ACC web site containing PWC Annual Reports, look them up for yourself and don't waste my time and effort. You know the source and can pull the documents for yourself;

P1.7.2: You know very well that PWC is not the source or the party of any contract and/or agreement in any and all of the Water Sharing Agreements and that BUI is. So quit playing your deceptive games with me. You have those documents in your possession, so do your own homework. You have water sharing agreements

with Behm, Harmon and the El Caballo Club. Access the ADWR and ACC websites, look at your own Annual Reports, pull the documents yourself either from the ADWR or ACC website or your own files and records at BUI. Do not demand of me to produce what you already have and that which we have obtained just to burden me.

P1.7.2.1: Go on to the ADWR web site or research BUI records. Pull the Water Sharing Agreements out of your own records yourself and quit wasting my time and effort, you know they exist, you know where to find them, you know that you have them in hand already. Do not ask me to produce what you already have access to since those documents are already in your possession.

P1.7.3: Those records are already in your hands and referenced in your Annual Reports the information derived is based entirely on your own records as disclosed to the Commission and which you have not yet disclosed to me;

P1.7.3.1: When you produce that information in discovery, disclosure and compliance with the Subpoena;

P1.7.3.2: When you produce that information in discovery, disclosure and compliance with the Subpoena;

P1.7.3.3: When you produce that information in discovery, disclosure and compliance with the Subpoena; Objection, your reference to a document referenced in P1.8 makes no sense and is otherwise vague, ambiguous, immaterial and irrelevant;

P1.7.4: When you produce that information in discovery, disclosure and compliance with the Subpoena;

P1.7.5: When you produce that information in discovery, disclosure and compliance with the Subpoena;

P1.7.6: Go on to the ADWR website and punch in the well numbers and figure them out for yourself;

P1.7.7: I have not found such an agreement and upon further research discovered that Randy Norman although having applied for the rights to drill a well never did do so on parcel number 302-34-50. That was a mistake but not as many mistakes as you have made.

P1.7.7.1: See Response to P1.7.7 above;

P1.7.8: Objection, there has been no conclusion as you suggest and we both know as maintenance requirements provide for periods of in-operation;

P1.8: See Response to P1.0 above;

P1.8.1: See Response to P1.0 above;

P1.8.2: See Response to P1.0 above;

P1.9: *Left Blank by Respondent intentionally;*

P1.10: See Response to P1.0 above;

P1.10.1: See Response to P1.0 above;

P1.10.2: See Response to P1.0 above;

P1.10.3: See Response to P1.0 above;

P1.10.4: See Response to P1.0 above;

P1.10.5: See Response to P1.0 above;

P1.10.6: See Response to P1.0 above;

P1.10.7: See Response to P1.0 above;

P1.10.8: See Response to P1.0 above;

P1.10.9: See Response to P1.0 above;

P1.10.9.1: See Response to P1.0 above;

P1.10.9.2: See Response to P1.0 above;

P1.10.9.3: See Response to P1.0 above;

P1.10.9.4: See Response to P1.0 above;

P1.10.9.5: See Response to P1.0 above;

P1.11: You have those facts already in hand they are called “Disconnection Notice,” “Reconnection Fees,” and “Statements” for services rendered.

BUI issues Statements every month to each of its PWC Customers whom you/they caused injury to, during the Augmentation period so review the “Statements” and the “Disconnection Notices” and “Reconnection Fees” charged between June 2011 and October 2011 and see for yourself all those injuries and suffering and extreme financial injury, harm and mental duress that BUI inflicted on all of its PWC Customers/Victims by and through its Water Augmentation Surcharge Fraud THAT has been perpetrated upon them. Don’t you remember the August 4th 2011 public meeting where the People were so outraged and many wanted to rip your head off?

P1.11.1: The Customer Statements, Reconnection Fees and the Water Augmentation Invoices and “BUI Hauling Logs” are proof enough of the extreme financial injury, harm and duress suffered by all of the MDC System Customers. Customers brought their statements to me asking me to help them. Reference the “Informal Complaint” original Exhibits for a cross section. Be patient, additional documentation provided by you in compliance with Subpoenas issued to and received by you needs further possessing and strict compliance on your part which thus far you are lacking in full compliance and in Contempt of the Commission. No Affidavit of any Customer is necessary at this point. Your own records are proof enough of your criminal activities.

P1.12: As soon as you comply with the Subpoena that you received on March 19, 2012;

P1.12.1: As soon as you comply with the Subpoena that you received on March 19, 2012;

P1.12.2: As soon as you comply with the Subpoena that you received on March 19, 2012;

P1.12.3: Look at your “BUI Hauling Logs,” Invoices and reference the Complainants’ most recent Response and Supplement to your Motion to Modify the Subpoena and provide the missing documents requested.

According to the BUI Hauling Logs and Pearson Invoices it is not known if there is only 84,943 gallons missing from those logs that was hauled to EVP System and billed to the Customers of the MDC System;

P1.12.4: The only one known at this time is the East Verde Park System, however, there may be others not discovered as yet;

P1.12.5: See Response to P1.11.1;

P1.12.6: See Response to P1.12.3;

P1.12.7: Costs for water not used or received by the Customer and triple costs for Commodity taxes.

Furthermore, Decision 71902 specifically states “that the water augmentation surcharge tariff rate solely cover documented expenses for hauling water to the Company’s MDC System” it does not include the cost of water, taxes, costs to haul water to other systems or costs to haul water out of the MDC System to other systems;

P1.13: Every single person who showed up at the public meeting you and the MDCWC sponsored at the Church of the Nazarene on August 4th 2011 and those who submitted their Statements for the Informal Complaint and filed informal complaints with the Commission;

P1.13.1: You already have those documents in hand, look at all MDC System Customer Statements issued by BUI during the Water Augmentation Surcharge period of 2011 to the Customer. Look at your own Water Augmentation Calculations;

P1.13.2: Review BUI’s/ PWC’s MDC System Customer list during the period of Augmentation for 2011 and the Water Augmentation Surcharges on those Statements;

P1.13.3: Yes;

P1.13.4: Start with Robert T. Hardcastle and work your way down;

P1.14: Real simple you charged the Customers for water they did not receive and hauling to other systems;

P1.15: Objection, this Complainant's water usage for the last 48 months is not at issue in these proceedings. The request is irrelevant and immaterial to these proceedings and a total diversion from the real issues. Furthermore, your graph is inaccurate, vague, ambiguous and composed by an unverifiable and unreliable source for no substantial purpose other than to harass and belittle and is not designed to achieve discovery of any relevant and material information and fact that can be submitted into evidence in these proceedings. Please provide a graph of every Customer's usage for the past 48 months for comparison;

P1.15.1: Objection, Gehring did not excessively use water during the Augmentation Period. He conserved water and used the bare minimum as he needed. Your definition of excessive water use is an atrocity to Man Kind and totally beyond abusive especially when you refuse to fix the leaks in the system and haul water out of the system. This Complainant used what he needed and paid for it.

Let us instead discuss the specific effect on the required water augmentation attributable to BUI/PWC hauling water out of the MDC System to other systems, the hauling of water from the TOP to other systems and charging the Customers in the MDC System for it, the verified surplus of water within the MDC System as confirmed by your 2009 to 2011 Well Production Reports and figures supplied via subpoena, how you supposedly ate the June water Augmentation Surcharge that somehow showed up on our July statements and your creation of a false emergency situation which led to the Augmentation Surcharge and detrimental changes in the Curtailment Plan and fines;

P1.16: I do not know why it is confusing and circuitous in meaning it is a direct quote from Decision No. 71902 Exhibit B, don't you understand? Divide the total water hauled by the total water usage to obtain the percentage of water hauled to the total water used by each Customer;

P1.17: Reference your own spreadsheet titled "**Brooke Utilities Inc., MDC Water System, Water Augmentation Charges Calculation, Expenses incurred in June 2011 but billed to Customers on July 2011,**" that you provided to the MDCWC and the ACC, and count the number of meter connections yourself, it's a no brainer;

P1.18: The significance is that those dates correspond to TOP records of water purchased by BUI/PWC however, upon recent further clarification, it was discovered that TOP records "default" to the 1st date of each month. By obtaining the exact meter reading dates for each period of "hauling" as have been provided for you, Complainants have revised their discovery and disclosure documentation as you have been well informed;

P1.18.1: MDC Customer's meters are read on or about the 16th of each month;

P1.18.2: Excessively as they did not receive all of the water alleged to have been hauled to the MDC System;

P1.18.3: Excessively as they did not receive all of the water alleged to have been hauled to the MDC System;

P1.18.4: Excessively as they did not receive all of the water alleged to have been hauled to the MDC System;

P1.18.5: You and/or the Transport entities employed by BUI/PWC falsified the hauling records and invoices and billed the Customers for water they did not receive;

P1.18.6: MDC Customers were charged for water they did not receive and the cost of hauling it;

P1.18.7: Yes.

P1.18.8: They recovered all and then some;

P1.18.9: That information has not been provided. However, it is possible upon closer inspection of your records we might find that there is another scam afoot, otherwise the question is irrelevant and immaterial to the issues in these proceedings;

P1.18.10: For any water delivered to the MDC System \$6.40 per 1,000 gal. excluding hauling and additional commodity taxes. For water not delivered to the MDC System any and all costs;

P1.18.11: What is the point, you know it is true you defrauded the Customers;

P1.19: Objection, the question is irrelevant and immaterial to the issues in these proceedings;
P1.19.1: Objection, the question is irrelevant and immaterial to the issues in these proceedings;
P.19.2: Objection, the question is irrelevant and immaterial to the issues in these proceedings;

P1.20: Just as soon as Pearson Water/Pearson Transport/Pearson Inc. and Martin's Trucking Service comply with the subpoenas. Prove that there is no relationship contractual or otherwise between BUI/PWC and Pearson Water/Pearson Transport and Martin's Trucking Service. Otherwise you will have to deal with the documentation and photographs already provided. You can disavow the relationship all you like but the proof is in the photos and other documentation that will be and has already been disclosed;

P1.20.1: You have the photographs in hand as well as the BUI Hauling Logs and Pearson Water Invoices. Why else would Martin's Trucking Service who has immediate ties with Pearson Water/Pearson Transport/Pearson Inc. and Martin Zabala and Jim Pearson, as you well know, be hauling water to the MDC and EVP Systems to supplement those systems? Or does BUI own those companies as well?

P1.21: You have been previous supplied with that information;

P1.21.1: The USDOT numbers tie Martin and Pearson to the ownership of the equipment just check with DOT the USDOT number on the side of the Tractor door;

P1.21.3: As soon as Jim Pearson and Martin Zabala comply with the Subpoena;

Pq.21.3: As soon as Jim Pearson and Martin Zabala comply with the Subpoena;

P1.21.4: As soon as Jim Pearson and Martin Zabala comply with the Subpoena;

P1.21.4: As soon as Jim Pearson and Martin Zabala comply with the Subpoena;

P1.22: See Response to P1.0 above;

P1.22.1: See Response to P1.0 above;

P1.22.2: See Response to P1.0 above;

P1.22.2.1: See Response to P1.0 above;

P1.22.2.2: See Response to P1.0 above;

P1.22.2.3: See Response to P1.0 above;

P1.23: $W_H \div W_U = P$; Where: W_H equals the Total Amount of Water Hauled; W_U equals the Total Amount of Water Usage; and P equals the Percentage of Water Hauled to Water Usage; If W_H is 6,000 gal. and W_U is 60,000 gal. P equals .1 or 10%.

If: a) The cost of the water is \$5.99 per 1,000 gal. the cost of 6,000 gal. is \$35.94 (not including tax); b) the cost to haul 6,000 gal. of water is \$150/hr. and it takes an average of 1.5 hr. to complete, the cost to haul 6,000 gal. is \$225.00 and the total cost of the water and hauling is \$260.94 (per 6,000 gal.).

If: The Customer used 10,000 gal. his percentage of hauled water to total usage is 10% or 1,000 gal. of water.

Therefore proportionally the Customer's proportional Augmentation Surcharge would be $\$260.94 \div 6,000 = .0435$ multiplied by 1,000 = \$43.50.

According to the BUI figures provided :

$\$16,763.77 \div 1,234,320 = \$.013588$ (.0136) based on total consumption.

BUI calculated that: If, the Customer used 11,330 gal. of water then that amount multiplied by $\$.0136 = \154.08 .

However, if the cost to purchase 135,400 gal., is \$863.77 and it cost \$15,900.00 (including the 4 hr. travel time to and from Williams) to haul and deliver it, then the cost to haul each 6,000 gal. load is; $135,400 \div 6,000 = 22.5$ trips; and $\$15,900.00 \div 22.5 = \706.66 per 6,000 gal. load/trip (consisting of 1.5 hrs. each).

You have to agree the hauling cost is extremely excessive and offensive if not fraudulent because the hauling costs include the costs to haul an additional 189,700 gal. of water and other factors were intentionally

left out. In conclusion, BUI figures for the hauling of the 135,400 gal. is highly inflated and totally disproportional evidencing a fraud.

However:

If, 135,400 gal., (is the alleged amount of water to have been purchased and hauled) then that figure ÷ 1,234,320 gal. would yield the fact that only 10.97% of the total water consumption was water hauled or supplemented to the system.

If the Customer used 11,330 the fact remains that only 10.98% of that water or 1,244 gal. is the amount of the Customer's total water usage that was hauled or supplemented. Therefore if we still use the .0136 rate which is excessive then $1,244 \times .0136 = \$16.92$ not \$154.09;

P1.23.1: Objection. It is really self explanatory if you read the whole instead of part. No further explanation is needed and you are intentionally wasting my time and effort. However, I shall make something clear to you.

Customers were billed twice for the same amount of water and at different Commodity Rates and for excessive and illegitimate taxes. If the Customer's water usage was 10,000 gal.; and the percentage of water hauled to water usage is 10% then only 1,000 gal. of the Customer's total water usage was hauled water and he/she could only have been charged at the higher commodity rate for that 1,000 gal. But it goes far deeper than that you defrauded the Customers.

The Customer was overcharged for the water and the hauling of water that was not only hauled to locations other than Mesa del Caballo (i.e. water they did not receive), but for water that was hauled out of the community and charged to the Mesa del Caballo Customers, and the Mesa del Caballo Customer was double and triple taxed for the water and for water they did not receive. Your own records prove that beyond any reasonable doubt. I figured out your game;

P1.23.2: Objection: 1) you are being ridiculous; 2) I have not as of this day copy of Decision No. 65914 to reference; and 3) the question is irrelevant and immaterial to the issues before the Commission;

P1.23.2.1: Objection, your scenario cannot be properly computed on the bases that certain factors in the equation have been intentionally left out by you and the fact the fact that this is just another deception on your part. 1) how much water was hauled; 2) what is the percentage of water hauled to total water usage; 3) did all of the water hauled go to the same system or to a number of different systems?

P1.24: The cost of the water delivered to the MDC System should be recovered from the Customers of the MDC System if indeed they received it and it was truly necessary that the System need to be supplemented.

Double and Triple taxation of the water purchased and hauled should not. The cost of water not delivered to the MDC System should not be recovered from the MDC Customers and the cost of hauling water out of the MDC System to other systems should not be charged to MDC Customers. To recover costs (including taxes) of water delivered to communities other than Mesa del Caballo from the Customers of the MDC System constitutes Consumer Fraud and Tax Fraud. In fact your whole game plan is a matter of Consumer Fraud and Tax Fraud. There are numerous Arizona Revised Statutes that prohibit such unethical business practices. It is not up to me to familiarize you with them. Do your own homework;

P1.24.1: The Town of Payson Water Department is the Distributor. BUI/PWC is the Retailer having as it were a retail sales license to resell the Commodity. BUI/PWC should have insisted and accounted for that the water be wholesaled for retail and thus eliminated an additional and unnecessary Commodity tax that compounded throughout the remainder of the process and resulted in the Customer being taxed two to three times for the hauled water and his water consumed. Anyone in retail sales knows the difference. That is why there are Retail Sales Tax Licenses. Disclose your Arizona State Retail Sales Tax License.

P1.25: It is the BUI "worksheet" titled "**Brooke Utilities Inc., MDC Water System, Water Augmentation Charges Calculation, Expenses incurred in June 2011 but billed to Customers on July 2011,**" that you or a BUI agent or employee created and widely distributed it. The role it played was to expose the Consumer Fraud

perpetrated by BUI, PWC and its officers, employees, agents and others upon the Victims (Customers) of the MDC System who were played for suckers and fools;

P1.26: Objection, you are just “nit pickin’;” At this point in time I am thoroughly sick of the nonsense try public notice;

P1.26.1: See: Response to P1.26;

P1.26.2: See: Response to P1.26;

P1.27: *Left Blank by Respondent intentionally*

P1.28: Objection, you ought to know, you refused to properly service the wells look at the 2010 ADWR Report found in Exhibit H, you already have in hand as well as your Annual Reports found in Exhibit E;

P1.28.1: See: Response to P1.28;

P1.28.2: Objection, contact your driller(s) or ADWR and obtain that information for yourself. I am not your “dad burn secretary;”

P1.28.3: See: Response to P1.28.2 above;

P1.28.4: How about the Harmon well?

P1.28.4: Church of Nazarene in Payson, you remember the Public Meetings of July (21st) & August (4th and 22nd) 2011 when you misled the People of MDC in an open Public forum and I and others asked you about those wells that were offline and why you would not deepen them and you refused to answer, remember how outraged the People were and how they wanted to rip your head off;

P1.28.5: Your own Hydrological Surveys, analysis by the local Town Geologist, the determinations and experience of the local Drilling Companies whom have drilled if not all, the majority of the wells in MDC and the Public Records maintained by ADWR;

P1.28.6: Look at your own well reports and those and reference P1.28.5 above;

P1.28.6: Because wells producing 26.4 gpm over a 30 day period will produce 1,140,480 gallons per month provided they are in continuous operation during a 30 day period also look at your own well reports;

P1.28.7: Leaks that you, BUI and PWC refuse to repair;

P1.29: See; ALJ Recommendations dated 8/3/2010 and all the testimony and Exhibits submitted in the hearings associated with the final decision rendered in Decision No. 71902;

P1.29.1: Pull them from the Public Records yourself, you know how to locate them on the ACC website, I am not your secretary, or your woman, or your brat, or your dog, or your employee. Besides I am sure you already have that documentation in hand;

P1.30: It is real simple. Look at the Petition submitted by the MDCWC in an Exhibit submitted to the ACC per their intervention on your behalf during the proceedings prior to Decision No. 71902. It represents only 92 persons supportive of your position out of how many Customers and Property Owners????? Your precious MDCWC did not represent the majority of the Customers and Property Owners in the Community. Most knew not of what was going on and were totally uninformed for lack of communication and information and because your precious MDCWC knowingly and intentionally excluded certain people from any informal process due to their own bias and prejudice.

P1.30.1: Just look at the revisions themselves beyond the already oppressive nature of the original. Need you look any further?

P1.31: Why sure! Just as soon as you fully comply with the Subpoena Decus Tecum;

P1.32: Didn't you keep copy of your "power-point" presentations that you used in your presentation in the Public Meeting you and the MDCWC sponsored on August 4th 2011?

RESPONSE TO 2ND SET OF DATA REQUESTS

P2.0:

P2.0.1: Presently I cannot comply with your request as I have not completed my analysis of the hauling logs, well reports and billing cycle comparisons so you will have to wait for that response;

P2.1:

P2.1.1: The "Gehring Method" as you have labeled it, does not demonstrate the recovery of all of the costs of all PWC scheduled water augmentation costs for the periods mentioned as all of the costs are not applicable as water was hauled to EVP System and charged to the MDC Customer and must be deducted. Furthermore, you have refused to comply the Subpoena when you fully comply your questions may be answered in detail;

P2.1.2: The method recovers the honest and true costs not the fraudulent costs;

P2.1.3: No it is fully accurate and correct, unlike the BUI/PWC application for the recovery method provided in Decision No. 71902 which is based on fraud and misrepresentation.